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No. 39] NEW DELHI, SEPTEMBER 20—SEPTEMBER 26, 2015, SATURDAY/BHADRA 29—ASVINA 4, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 सितम्बर, 2015

का.आ. 1874.—दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) के नियम 24 के उप-नियम (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन (सीबीआई) द्वारा शुरू किए गए मुकदमों और अपीलों, कानून द्वारा किसी राज्य या संघ राज्य क्षेत्र में स्थापित इन मुकदमों से उत्पन्न होने वाले मामलों, जिन पर उपर्युक्त खण्ड के प्रावधान लागू होते हैं, का संचालन करने के लिए केन्द्रीय अन्वेषण ब्यूरो के निम्नलिखित अभियोजन अधिकारियों को नियुक्त करती है।

1. श्री बृजेश कुमार यादव
2. श्री वरुण कुमार द्विवेदी
3. श्री अभिलाष कुमार

[फा सं 225/11/2015-एवीडी-II]
अजीत कुमार, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 18th September, 2015

S.O. 1874.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following Prosecuting Officers of the Central Bureau of Investigation as Special Public Prosecutors for conducting cases instituted by the Delhi Special Police Establishment (C.B.I) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law in any State or Union territory to which the provisions of the aforesaid section apply:—

1. Shri Brijesh Kumar Yadav
2. Shri Varun Kumar Dwivedi
3. Shri Abhilash Kumar

[F.No. 225/11/2015-AVD-II]
AJIT KUMAR, Under Secy.

नई दिल्ली, 24 सितम्बर, 2015

का०आ० 1875.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र सरकार, गृह विभाग, मुम्बई की पत्र/अधिसूचना सं० एमआईएस 2015/सीआर-1413/पीओएल-11 दिनांक 18 सितम्बर, 2015 द्वारा प्राप्त सहमति से अपराध संख्या 406/2015 अंतर्गत धारा 120-बी, 364, 302, 307, 328, 201, 202, 203 भा०द०सं०, 1860 व धारा 3(25) शस्त्र अधिनियम, शीना बोरा की हत्या से सम्बन्धित थाना खार, मुम्बई तथा उपर्युक्त अपराधों के संबंध में या उससे सम्बद्ध प्रयास, दुष्प्रेरण तथा षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किये गये अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों का अन्वेषण करने के सम्बन्ध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और आधिकारिता व विस्तार सम्पूर्ण महाराष्ट्र राज्य पर करती है।

[फा० सं० 228/45/2015-एवीडी-II]

अजीत कुमार, अवर सचिव

New Delhi, the 24th September, 2015

S.O. 1875.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State of Government of Maharashtra, Home Department Mumbai, *vide* Notification No. MIS 2015/CR-1413/POL-11 dated 18th Sept., 2015, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of Khar Police Station Crime No. 406/2015 U/s 120-B, 364, 302, 307, 328, 201, 202, 203 IPC and u/s 3 (25) of Arms Act relating to the murder of Sheena Bora and the abetment and conspiracy in relation to the above mentioned offences.

[F.No. 228/45/2015-AVD-II]

AJIT KUMAR, Under Secy.

शहरी विकास मंत्रालय

नई दिल्ली, 18 सितम्बर, 2015

का०आ० 1876.—केन्द्र सरकार ने दिनांक 27.02.2015 की अधिसूचना के तहत प्रवर्तक सहित सुविधाप्रदाता और नियामक की परिवर्तित भूमिका अदा करने के वर्तमान सन्दर्भ में दिल्ली का प्रभावी और कुशलता से शहरी विकास करने के लिए दिल्ली विकास अधिनियम, 1957 और इसके अन्तर्गत बनाए गए नियमों पर पुनर्विचार करने और इनका पुनः प्रारूप तैयार करने के लिए एक समिति गठित की थी। इस समिति को इसके गठन की तारीख से तीन महीनों के अन्दर सरकार के विचारार्थ प्रारूप अधिनियम/नियम प्रस्तुत करने का अधिदेश दिया गया था। समिति का कार्यकाल अंतिम बार दिनांक 26.05.2015 की

अधिसूचना के तहत तीन महीनों की अवधि के लिए बढ़ाया गया था। केन्द्र सरकार एतद्वारा समिति का कार्यकाल 31 अक्टूबर, 2015 तक बढ़ाती है।

[फा० सं० के-11011/37/2014-डीडी-II]

एस० बी० प्रसाद, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 18th September, 2015

S.O. 1876.—*Vide* Notification dated 27.02.2015, the Central Government had constituted a Committee to re-visit and re-draft the Delhi Development Act, 1957 and the rules made thereunder, as also to address the urban development of Delhi effectively and efficiently in the current context to play changing roles of facilitator and regulator along with developer. The Committee was mandated to submit the draft Act/Rules within three months from the date of its constitution for consideration of the Government. The tenure of the Committee was last extended for a period of three months, *vide* Notification dated 26.05.2015. The Central Government hereby extends the tenure of the Committee till 31st October, 2015.

[F.No. K-11011/37/2014-DD-II]

S.B. PRASAD, Under Secy.

आयुष मंत्रालय

नई दिल्ली, 14 सितम्बर, 2015

का०आ० 1877.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, आयुष मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 90 प्रतिशत अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:—

1. “राष्ट्रीय आयुर्वेद आहार विज्ञान अनुसंधान, बंगलुरु”

[सं० ई०-11018/1/2013-आयुष (रा०भा०)]

कुंदन सिंह टंगनिया, संयुक्त निदेशक (रा०भा०)

MINISTRY OF AYUSH

New Delhi, the 14th September, 2015

S.O. 1877.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of AYUSH, were 90% staff have acquired the working knowledge of Hindi:

1. "National Ayurveda Dietetics Research Institute, Bengaluru".

[No. E-11018/1/2013-AYUSH (O.L.)]

KUNDAN SINGH TANGANIYA, Jt. Director (O.L.)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 10 जुलाई, 2015

का०आ० 1878.—भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा शक्तियों का प्रयोग करते हुए केंद्र सरकार, भारतीय चिकित्सा परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अनुसूची में:—

(क) “के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा” के सामने ‘मान्यता प्राप्त चिकित्सा अर्हता’ [इसके बाद कालम (2) के रूप में सन्दर्भित] शीर्षक के अंतर्गत अंतिम प्रविष्टि तथा उससे संबंधित प्रविष्टि के बाद ‘पंजीकरण के लिये संक्षिप्त रूप’ [इसके बाद कालम (3) के रूप में संदर्भित] शीर्षक के तहत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—

“डॉक्टर ऑफ मेडिसिन (पैथोलॉजी)”	एम०डी० (पैथोलॉजी) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)
“डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलॉजी)”	एम०डी० (माइक्रोबायोलॉजी) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)
“डॉक्टर ऑफ मेडिसिन (सामुदायिक चिकित्सा)”	एम०डी० (सामुदायिक चिकित्सा) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)
“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनार्टमी)”	एम०डी०/एमएस (एनार्टमी) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)
“डॉक्टर ऑफ मेडिसिन (जैव रसायन)”	एम०डी० (जैव रसायन) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)
“डॉक्टर ऑफ मेडिसिन (फार्माकोलॉजी)”	एम०डी० (फार्माकोलॉजी) (यह वर्ष 2014 में या उसके बाद कलिंग आयुर्विज्ञान संस्थान, भुवनेश्वर, ओडिशा में प्रशिक्षित किये जा रहे छात्रों के संबंध में के आई आई टी विश्वविद्यालय, भुवनेश्वर, ओडिशा द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी।)

सभी के लिये नोट:—

1. डिग्री प्रदान करने के लिए स्नातकोत्तर पाठ्यक्रम को तथाकथित प्रदत्त मान्यता अधिकतम 05 वर्ष की अवधि के लिए होगी जिसके बाद उसका नवीकरण करना होगा।
2. मान्यता को ‘नवीकरण’ की पद्धति उसी प्रकार होगी जिस प्रकार मान्यता प्रदान करने के लिए लागू होगी।

3. उप-खण्ड-(4) में यथापेक्षित अनुसार समय पर मान्यता का नवीकरण न होने पर संबंधित स्नातकोत्तर पाठ्यक्रम में दाखिला निरपवाद रूप से रूक जाएगा।

[सं. यू. 12012/468/2015-एमई (पी-II)]

सुधीर कुमार, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 10th July, 2015

S.O. 1878.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule—

- (a) against "KIIT University, Bhubaneswar, Odisha" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Doctor of Medicine (Pathology)"	MD (Pathology) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.
"Doctor of Medicine/ Master of Surgery (Anatomy)"	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.
"Doctor of Medicine (Pharmacology)"	MD (Pharmacology) (This shall be a recognised medical qualification when granted by KIIT University, Bhubaneswar, Odisha in respect of students being trained at Kalinga Institute of Medical Sciences, Bhubaneswar, Odisha, on or after 2014.

Note to all:

1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/468/2015-ME (P-II)]

SUDHIR KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2015

का.आ. 1879.—केंद्र सरकार भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में:—

- (क) “गुरु गोबिंद सिंह इंद्रप्रस्थ विश्वविद्यालय, नई दिल्ली” के सामने और शीर्षक “मान्यता-प्राप्त चिकित्सा अर्हता” [इसके बाद कॉलम (2) में यथा सन्दर्भित] के अंतर्गत “अंतिम प्रविष्टि” के बाद और शीर्षक “पंजीकरण के लिये संक्षिप्त रूप” [इसके बाद कॉलम (3) में यथा संदर्भित] के अंतर्गत उससे संबंधित प्रविष्टि में निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (सामाजिक और निवारक मेडिसिन)”	एमडी (एसपीएम/कम्युनिटी मेडिसिन) (यह एक मान्यता-प्राप्त चिकित्सा अर्हता होगी जो वर्धमान महावीर चिकित्सा कॉलेज एवं स्नातकोत्तर संस्थान, सफदरजंग अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे छात्रों के संबंध में गुरु गोबिंद सिंह इंद्रप्रस्थ विश्वविद्यालय, नई दिल्ली द्वारा 2013 में अथवा उसके पश्चात् प्रदान की गई हो)।

सभी के लिए टिप्पणी:

1. किसी स्नातकोत्तर पाठ्यक्रम को ऐसी मान्यता अधिकतम 5 वर्ष की अवधि के लिए होगी जिसके उपरांत इसका नवीकरण किया जाएगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया मान्यता प्रदान करने के लिए लागू शर्त के अनुसार होगी।
3. उप-खंड-4 में अपेक्षित अनुसार मान्यता को समय पर नवीकरण नहीं कराने के फलस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में दाखिला निरपवाद रूप से बन्द हो जाएगा।

[संयू. 12012/468/2015-एमई (पी-II)]

सुधीर कुमार, अवर सचिव

New Delhi, the 26th July, 2015

S.O. 1879.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said schedule—

- (a) against “Guru Gobind Singh Indraprastha University, New Delhi” under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column, (3)], the following shall be inserted, namely:—

(2)	(3)
“Doctor of Medicine (Social & Preventive Medicine)”	MD (SPM/Community Medicine) (This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, New Delhi in respect of students being trained at Vardhman Mahavir Medical College & Postgraduate Institute, Safdarjung Hospital, New Delhi on or after 2013.

Note to all:

1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/468/2015-ME (P-II)]
SUDHIR KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2015

का०आ० 1880.—भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार, भारतीय चिकित्सा परिषद से परामर्श करने के पश्चात् एतद्द्वारा उक्त अधिनियम की प्रथम अनुसूची में और निम्नलिखित संशोधन करती है, अर्थात्:

उक्त अनुसूची में—

(क) 'पं० बी०डी० शर्मा स्नातकोत्तर आयुर्विज्ञान संस्थान, रोहतक, हरियाणा' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता [आगे कॉलम (2) के तौर पर उल्लिखित] शीर्ष के अंतर्गत, अंतिम प्रविष्टि के बाद और 'पंजीकरण के लिए संक्षिप्त रूप' [आगे कॉलम (3) के तौर पर उल्लिखित] शीर्षक के अंतर्गत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—

(2)	(3)
मास्टर ऑफ सर्जरी (नेत्र विज्ञान)	एमएस (नेत्र विज्ञान) (यह 2013 में अथवा उसके बाद कमांड अस्पताल, चंडी मंदिर, हरियाणा में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बी०डी० शर्मा स्नातकोत्तर आयुर्विज्ञान संस्थान, रोहतक, हरियाणा द्वारा स्वीकृत किए जाने पर मान्यता प्राप्त चिकित्सा अर्हता होगी।)

(ख) 'गुरु गोविंद सिंह इंद्रप्रस्थ विश्वविद्यालय, नई दिल्ली' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [आगे कॉलम (2) के तौर पर उल्लिखित] शीर्ष के अंतर्गत, अंतिम प्रविष्टि के बाद और 'पंजीकरण के लिए संक्षिप्त रूप' [आगे कॉलम (3) के तौर पर उल्लिखित] शीर्षक के अंतर्गत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—

डॉक्टर ऑफ मेडिसिन (न्यूरोलॉजी)	डीएम (न्यूरोलॉजी) (यह 2013 में अथवा उसके बाद स्नातकोत्तर आयुर्विज्ञान शिक्षा एवं अनुसंधान संस्थान, डॉ० आर० एम०एल० अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे छात्रों के संबंध में गुरु गोविंद सिंह इंद्रप्रस्थ विश्वविद्यालय, नई दिल्ली द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
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(ग) 'मीनाक्षी विश्वविद्यालय, चेन्नई, तमिलनाडु' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [आगे कॉलम (2) के तौर पर उल्लिखित] शीर्ष के अंतर्गत, अंतिम प्रविष्टि के बाद और 'पंजीकरण के लिए संक्षिप्त रूप' [आगे कॉलम (3) के तौर पर उल्लिखित] शीर्षक के अंतर्गत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—

डॉक्टर ऑफ मेडिसिन (चर्मरोग विज्ञान)	एमडी (चर्म रोग विज्ञान) (यह 2012 में अथवा उसके बाद मीनाक्षी मेडिकल कॉलेज एवं अनुसंधान संस्थान, कांचीपुरम, तमिलनाडु में प्रशिक्षित किए जा रहे छात्रों के संबंध में मीनाक्षी विश्वविद्यालय, चेन्नई, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
मास्टर ऑफ सर्जरी (आटो-राइनो-लैरिंगोलॉजी)	डीएम (ईएमटी) (यह 2014 में अथवा उसके बाद मीनाक्षी मेडिकल कॉलेज एवं अनुसंधान संस्थान, कांचीपुरम, तमिलनाडु में प्रशिक्षित किए जा रहे छात्रों के संबंध में मीनाक्षी विश्वविद्यालय, चेन्नई, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

- (घ) 'विक्रम विश्वविद्यालय, उज्जैन, मध्य प्रदेश' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [आगे कॉलम (2) के तौर पर उल्लिखित] शीर्ष के अंतर्गत, अंतिम प्रविष्टि के बाद और 'पंजीकरण के लिए संक्षिप्त रूप' [आगे कॉलम (3) के तौर पर उल्लिखित] शीर्ष के अंतर्गत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—

(2)	(3)
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनाटोमी)	एमडी/एमएस (एनाटोमी) (यह 2014 में अथवा उसके बाद रुक्मणीबेन दीपचंद गर्दी मेडिकल कॉलेज, उज्जैन, मध्य प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में विक्रम विश्वविद्यालय, उज्जैन, मध्य प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
(ङ) 'पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [आगे कॉलम (2) के तौर पर उल्लिखित] शीर्ष के अंतर्गत, अंतिम प्रविष्टि के बाद और 'पंजीकरण के लिए संक्षिप्त रूप' [आगे कॉलम (3) के तौर पर उल्लिखित] शीर्ष के अंतर्गत निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:—	
(2)	(3)
डॉक्टर ऑफ मेडिसिन (रेडियो थेरेपी)	एमडी (रेडियो थेरेपी) (यह 2014 में अथवा उसके बाद आर०जी० कर मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (भौतिक मेडिसिन एवं पुनर्वास)	एमडी (भौतिक मेडिसिन एवं पुनर्वास) (यह 2014 में अथवा उसके बाद आर०जी० कर मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (संज्ञाहरण विज्ञान)	एमडी (संज्ञाहरण विज्ञान) (यह 2014 में अथवा उसके बाद मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (न्यूरोलॉजी)	एमडी (न्यूरोलॉजी) (यह 2014 में अथवा उसके बाद मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (फिजियोलॉजी)	एमडी (फिजियोलॉजी) (यह 2014 में अथवा उसके बाद मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सा)	एमडी (मनश्चिकित्सा) (यह 2014 में अथवा उसके बाद कोलकाता राष्ट्रीय मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलॉजी)	एमडी (माइक्रोबायोलॉजी) (यह 2014 में अथवा उसके बाद कोलकाता राष्ट्रीय मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(2)	(3)
डॉक्टर ऑफ मेडिसिन (चर्म रोग, यौन रोग एमडी (डीवीएल) एवं कुष्ठ रोग)	(यह 2014 में अथवा उसके बाद नील रत्न सरकार मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (न्यूरोलॉजी)	डीएम (न्यूरोलॉजी) (यह 2014 में अथवा उसके बाद नील रत्न सरकार मेडिकल कॉलेज, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डॉक्टर ऑफ मेडिसिन (क्लिनिकल फारमेकोलॉजी)	एमडी (क्लिनिकल फारमेकोलॉजी) (यह 2014 में अथवा उसके बाद स्कूल ऑफ ट्रोपिकल मेडिसिन, कोलकाता में प्रशिक्षित किए जा रहे छात्रों के संबंध में पं० बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

सभी के लिए नोट:

1. किसी स्नातकोत्तर पाठ्यक्रम को इस प्रकार प्रदत्त मान्यता अधिकतम 5 वर्ष की अवधि के लिए होगी और उसके बाद उसका नवीकरण करना होगा।
2. उप-खण्ड-4 में यथापेक्षित समय पर मान्यता का नवीकरण न होने पर संबंधित स्नातकोत्तर पाठ्यक्रम में दाखिला रुक जाएगा।

[सं० यू 12012/468/2015-एमई (पी-II)]

सुधीर कुमार, अवर सचिव

New Delhi, the 26th July, 2015

S.O. 1880.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule—

- (a) against “Pt. B.D. Sharma Postgraduate Institute of Medical Sciences, Rohtak, Haryana” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Pt. B.D. Sharma Postgraduate Institute of Medical Sciences, Rohtak, Haryana in respect of students being trained at Command Hospital, Chandimandir, Haryana on or after 2013).
(b) against “Guru Gobind Singh Indraprastha University, New Delhi” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine (Neurology)"	DM (Neurology) (This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, New Delhi in respect of students being trained at Postgraduate Institute of Medical Education and Research, Dr. R.M.L. Hospital, New Delhi on or after 2013).
(c) against “Meenakshi University, Chennai, Tamil Nadu” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—	

(2)	(3)
"Doctor of Medicine (Dermatology)"	MD (Dermatology) (This shall be a recognised medical qualification when granted by Meenakshi University, Chennai, Tamil Nadu in respect of students being trained at Meenakshi Medical College & Research Institute, Kanchipuram, Tamil Nadu on or after 2012).
"Master of Surgery (Oto-Rhino-Laryngology)"	MD (ENT) (This shall be a recognised medical qualification when granted by Meenakshi University, Chennai, Tamil Nadu in respect of students being trained at Meenakshi Medical College & Research Institute, Kanchipuram, Tamil Nadu on or after 2014).
(d) against "Vikram University, Ujjain, Madhya Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine/Master of Surgery (Anatomy)"	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Vikram University, Ujjain, Madhya Pradesh in respect of the students being trained at Ruxmaniben Deepchand Gardi Medical College, Ujjain, Madhya Pradesh on or after 2014).
(e) against "West Bengal University of Health Sciences, Kolkata" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine (Radiotherapy)"	MD (Radiotherapy) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at R.G. Kar Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Physical Medicine & Rehabilitation)"	MD (Physical Medicine & Rehabilitation) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at R.G. Kar Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Anaesthesiology)"	MD (Anaesthesiology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Neurology)"	DM (Neurology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Physiology)"	MD (Physiology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Calcutta National Medical College, Kolkata on or after 2014).

(2)	(3)
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Calcutta National Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Dermatology, Venereology & Dermatology)"	MD (DVL) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Nilratan Sircar Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Neurology)"	DM (Neurology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Nilratan Sircar Medical College, Kolkata on or after 2014).
"Doctor of Medicine (Clinical Pharmacology)"	DM (Clinical Pharmacology) (This shall be a recognised medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at School of Tropical Medicine, Kolkata on or after 2014).

Note to All:

1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/468/2015-ME(P-II)]

SUDHIR KUMAR, Under Secy.

नई दिल्ली, 23 सितम्बर, 2015

का० आ० 1881.—जबकि भारतीय आयुर्विज्ञान परिषद (संशोधन) अध्यादेश, 2013 की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 06 नवंबर, 2013 को भारतीय आयुर्विज्ञान परिषद का पुनर्गठन किया गया;

और जबकि केंद्र सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 2 की उपधारा (1) के खंड (ग) के अनुपालन में पंजीकृत मेडिकल स्नातक निर्वाचन क्षेत्र से निर्वाचन संचालित किया है और निम्नलिखित को इस अधिसूचना के जारी होने की तिथि से चार वर्षों के लिए भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में निर्वाचित किया गया है:

अतः अब केंद्र सरकार एतद् द्वारा, उक्त अधिनियम की धारा 3 की उप-धारा (1) में उल्लिखित प्रावधान के अनुसरण में भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय के दिनांक 9 जनवरी, 1960 की अधिसूचना सं० का०आ० 138 में निम्नलिखित संशोधन करती है, अर्थात्:

भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय के दिनांक 06 नवम्बर, 2013 की अधिसूचना सं० का० आ० 3324 (अ) में अंतिम प्रविष्टि और तत्संबंधी प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, अर्थात्:

क्र० सं०	पंजीकृत मेडिकल स्नातक निर्वाचन क्षेत्र का नाम	निर्वाचित सदस्य का विवरण	निर्वाचन की प्रक्रिया
15.	मध्य प्रदेश	डा० राजेन्द्र ऐरन, मध्य प्रदेश आयुर्विज्ञान परिषद के पंजीकृत चिकित्सक, आवासीय पता—109, नया बाजार, नीमुच।	निर्वाचित

[सं० वी-11013/04/2015-एमईपी]

अमित बिश्वास, अवर सचिव

पाद टिप्पणी: मूल अधिसूचना 9 जनवरी, 1960 के का.आ. सं. 138 द्वारा भारत के राजपत्र में प्रकाशित की गई थी और भारतीय आयुर्विज्ञान परिषद (संशोधन) द्वितीय अध्यादेश, 2013 (2013 का 11) के तहत इसमें पहले संशोधन किया गया था।

New Delhi, the 23rd September, 2015

S.O. 1881.—Whereas on 06th November, 2013, the Medical Council of India was re-constituted in exercise of the powers conferred by sub-section (1) of section 3A of the Indian Medical Council (Amendment) Ordinance, 2013;

And Whereas the Central Government in pursuance of clause (c) of sub-section (1) of section 2 of the Indian Medical Council Act, 1956 (102 of 1956) as conducted the election from the Registered Medical Graduate Constituency and the following has been elected to be a member of the Medical Council of India for four years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated 9th January, 1960, namely:—

In the notification of the Government of India in the Ministry of Health & Family Welfare number S.O. 3324(E) dated 06th November, 2013, after the last entry and entry relating thereto, the following shall be inserted, namely:—

S.No.	Name of the Registered Medical Graduate Constituency	Details of the Elected Member	Mode of Election
15.	Madhya Pradesh	Dr. Rajendra Airan, Registered Medical Practitioner of Madhya Pradesh Medical Council, R/o 109, Naya Bazar Neemuch	Elected

[No. V-11013/04/2015-MEP]
AMIT BISWAS, Under Secy.

Foot Note: The principal notification was published in the Gazette of India *vide* number S.O. 138 dated the 9th January, 1960 and was last amended *vide* Indian Medical Council (Amendment) Second Ordinance, 2013 (11 of 2013).

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 सितम्बर, 2015

का०आ० 1882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय, 1 मुंबई के पंचाट (संदर्भ सं० सीजीआईटी-1/21 का 2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/09/2015 को प्राप्त हुआ था।

[सं० एल-42012/86/2014-आईआर(डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th September, 2015

S.O. 1882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. CGIT-1/21 of 2014) of the Central Government Industrial Tribunal Cum Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited and their workmen, which was received by the Central Government on 18/09/2015.

[No. L-42012/86/2014-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

Before the Central Government Industrial Tribunal No. 1

MUMBAI**Present**

JUSTICE S. P. MEHROTRA,
Presiding Officer

REFERENCE NO. CGIT-1/21 OF 2014

Parties:

Employers in relation to the management of Bharat Heavy Electricals Ltd.

And

Their workman (Smt. Prithi D. Gawade)

Appearances:

For the first party/ Management : Mr. Nisar Hyder,
Senior Deputy General Manager

For the second party/ Workman : None present.

State : Maharashtra

Mumbai, dated the 14th day of August, 2015

AWARD

1. The present Reference has been made by the Central Government by its order dated 7.7.2014 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of Reference as per the Schedule to the said order are as under:

"Whether the action of the management of M/s. BHEL over the issue of alleged illegal termination of service of Smt. Prithi D. Gawade *w.e.f.* 1.9.2012 and non-payment of bonus etc. is legal and justified? If not, what relief the workman is entitled to?"

2. By the Order dated 30.7.2014, this Tribunal directed that Notices be issued to the parties, and the matter be put up on 9.9.2014. Notices were accordingly issued to the parties by Registered Post A.D.

3. Pursuant to the Order dated 30.7.2014, the case was put up before the Tribunal on 9.9.2014.

4. On 9.9.2014, it was noted in the Order passed on the said date that Notices issued to the parties had been served, and the respective Acknowledgement Cards had been received back. Mr. Nisar hyder, Senior Deputy General Manager (Law) filed Authority issued in his favour by the first party/Management No. 1, Mr. Rajendra D. Tawade, Partner of the second party/Management No. 2 was also present. Mr. Ramesh R. Shinde, Advocate made a statement before the Tribunal that he had received instructions for putting in appearance on behalf of the second party/Workman, and he would be filing his Vakalatnama by the next date fixed in the matter. On prayer made by Mr. Ramesh R. Shinde, Advocate, the Tribunal by its order dated 9.9.2014 adjourned the case to 11.11.2014 for filing Statement of Claim on behalf of the second party/Workman.

5. Pursuant to the Order dated 9.9.2014, the case was put up on 11.11.2014.

Mr. R.K. Mundra, manager (HR) was present for the first party/Management No.1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present.

Mr. J. Sawant, Advocate stated that he would be filing his Vakalatnama on behalf of the first party/Management No. 2 by the next date fixed in the matter.

Mr. Ramesh R. Shinde, Advocate was also present. He stated that even though earlier he had been instructed for putting in appearance on behalf of the second party/Workman, but subsequently instructions were withdrawn and, therefore, he was no longer having any instructions for putting in appearance on behalf of the second party/

Workman and he would not be filing his Vakalatnama for the second party/Workman. In view of the statement made by Mr. Ramesh R. Shinde, Advocate, the Tribunal by its order dated 11.11.2014 directed that fresh notice be issued to the second party/Workman fixing the next date fixed in the matter, and the case was fixed for 26.12.2014.

8. Pursuant to the Order dated 11.11.2014, the case was put up on 26.12.2014. On the said date, *i.e.* 26.12.2014, Mr. Sonia Dalal Dhankar, Senior Executive (Human Resources) in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present.

Mr. J. Sawant, Advocate filed his Vakalatnama on behalf of the first party/Management No. 2.

The Office informed that notice as per the directions given in the order dated 11.11.2014 had not so far been issued to the second party/Workman. In the circumstances, the Tribunal by order the dated 26.12.2014 directed that needful in this regard be done by the Office, and fixed 12.2.2015 for filing Statement of Claim on behalf of the second party/Workman.

9. Pursuant to the Order dated 26.12.2014, the case was put up on 12.2.2015. On the said date, *i.e.* 12.2.2015, Ms. Sonia Dalal Dhankar, Senior Executive (Human Resources) in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present. The Tribunal noted in its dated 12.2.2015 that as per the directions given in the order dated 26.12.2014, the Office issued notice to the second party/Workman by Registered Post AD fixing 12.2.2015, and that notice so sent had been duly served and the Acknowledgement Card had been received back. Shri Ramesh R. Shine, Advocate stated on the said date that he had been instructed to appear on behalf of the second party/Workman, and he would be filing his Vakalatnama by the next date fixed in the matter.

10. In the circumstances, the Tribunal by the order dated 12.2.2015 fixed 8.4.2015 for filing statement of Claim.

11. Pursuant to the Order dated 12.2.2015, the case was put up on 8.4.2015. On the said date, *i.e.* 8.4.2015, Mr. R.K. Mundra, Manager, Human Resources in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

None was present for the first party/Management No. 2.

None was also present on behalf of the second party/workman.

12. In the circumstances, the Tribunal by the Order dated 8.4.2015 adjourned the case to 8.6.2015 for filing Statement of Claim on behalf of the second party/workman.

13. Pursuant to the Order dated 8.4.2015, the case was put up on 8.6.2015. On the said date, i.e. 8.6.2015, Mr. R.K. Mundra, manager, Human Resource in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

None was present for the first party/Management No. 2.

None was also present on behalf of the second party/Workman.

In its order dated 8.6.2015, the Tribunal noted the proceedings which had taken place on various dates and noted that on 8.4.2015, none was present on behalf of the second workman and no Vakalatnama on behalf of the second party/Workman was filed. The Tribunal in its order dated 8.6.2015 further noted that none was present on behalf of the second party/Workman on the said date (i.e. 8.6.2015) and no Vakalatnama on behalf of the second party/Workman was filed.

14. In the circumstances, the Tribunal by its order dated 8.6.2015 adjourned the case to 26.6.2015 for filing Statement of Claim on behalf of the second party/Workman.

15. Pursuant to the Order dated 8.6.2015, the case was put up on 26.6.2015. On the said date, i.e. 26.6.2015, Mr. R.K. Mundra, Manager (HR) was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present. However, none was present for the second party/Workman. No Vakalatnama on behalf of the second party/Workman was filed on the said date, i.e. 26.6.2015.

16. In the circumstances, the Tribunal by its Order dated 26.6.2015 adjourned the case to 14.8.2015 for filing Statement of Claim on behalf of the second party/Workman.

17. Pursuant to the Order dated 26.6.2015, the case is put up today. Mr. Nisar Hyder, Senior Deputy General Manager (Law) is present for the first party/Management No. 1 is also present.

Mr. J. Sawant, learned counsel for the first party/Management No. 2 is also present.

However, none is present for the second party/Workman. No Vakalatnama on behalf of the second party/Workman has been filed.

18. From the above narration of facts, it is evident that despite service of notice, none has put in appearance on behalf of the second party/Workman even though the

case has been repeatedly adjourned on account of absence on behalf of the second party/Workman. No Statement of Claim has so far been filed on behalf of the second party/Workman.

19. In view of the above, it is evident that there is no pleading or evidence filed on behalf of the second party/Workman in support of her Claim as contained in the aforesaid Reference.

20. In the circumstances, no relief can be granted to the second party/Workman.

21. The Reference made to this Tribunal is, therefore, answered by stating that no relief can be granted to the second party/Workman.

22. Award is passed accordingly.

JUSTICE S.P. MEHROTRA, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2015

का०आ० 1883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1 मुंबई के पंचाट (संदर्भ सं० सीजीआईटी-1/22 का 2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-42012/87/2014-आई आर (डीयू)]
पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 18th September, 2015

S.O. 1883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. CGIT-1/22 of 2014) of the Central Government Industrial Tribunal Cum-Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited and their workmen, which was received by the Central Government on 18.09.2015.

[No. L-42012/87/2014-IR(DU)]
P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT

JUSTICE S. P. MEHROTRA
Presiding Officer

REFERENCE NO. CGIT-1/22 OF 2014

Parties:

Employers in relation to the management of Bharat heavy Electricals Ltd.

And

Their workman (Smt. Vandana Surve)

Appearances:

For the first party/ : Mr. Nisar Hyder,
Management Senior Deputy General
Manager

For the second party/ : None present
Workman

State : Maharashtra

Mumbai, dated the 14th day of August, 2015

AWARD

1. The present Reference has been made by the Central Government by its order dated 7.7.2014 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of Reference as per the Schedule to the said order are as under:

"Whether the action of the management of M/s. D.M. Tawade a contractor engaged by M/s. BHEL over the issue of alleged illegal termination of service of Smt. Vandana Surve *w.e.f.* 1.9.2013 and non-payment of bonus etc. is legal and justified? If not, what relief the workman is entitled to?"

2. By the Order dated 30.7.2014, this Tribunal directed that Notices be issued to the parties, and the matter be put up on 9.9.2014. Notices were accordingly issued to the parties by registered Post A.D.

3. Pursuant to the Order dated 30.7.2014, the case was put up before the Tribunal on 9.9.2014.

4. On 9.9.2014, it was noted in the Order passed on the said date that Notices issued to the parties had been served, and the respective Acknowledgement Cards had been received back. Mr. Nisar hyder, Senior Deputy General Manager (Law) filed Authority issued in his favour by the first party/Management No. 1, Mr. Rajendra D. Tawade, Partner of the second party/Management No. 2 was also present. Mr. Ramesh R. Shinde, Advocate made a statement before the Tribunal that he had received instructions for putting in appearance on behalf of the second party/Workman, and he would be filing his Vakalatnama by the next date fixed in the matter. On prayer made by Mr. Ramesh R. Shinde, Advocate, the Tribunal by its order dated 9.9.2014 adjourned the case to 11.11.2014 for filing

Statement of Claim on behalf of the second party/Workman.

6. Pursuant to the Order dated 9.9.2014, the case was put up on 11.11.2014.

Mr. R.K. Mundra, Manager (HR) was present for the first party/Management No.1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present.

Mr. J.Sawant, Advocate stated that he would be filling his Vakalatnama on behalf of the first party/Management No. 2 by the next date fixed in the matter.

Mr. Ramesh R. Shinde, Advocate was also present. He stated that even though earlier he had been instructed for putting in appearance on behalf of the second party/Workman, but subsequently instructions were withdrawn and, therefore, he was no longer having any instructions for putting in appearance on behalf of the second party/Workman and he would not be filing his Vakalatnama for the second party/Workman. In view of the statement made by Mr. Ramesh R. Shinde, Advocate, the Tribunal by its order dated 11.11.2014 directed that fresh notice be issued to the second party/Workman fixing the next date fixed in the matter, and the case was fixed for 26.12.2014.

8. Pursuant to the Order dated 11.11.2014, the case was put up on 26.12.2014. On the said date, *i.e.* 26.12.2014, Mr. Sonia Dalal Dhankar, Senior Executive (Human Resources) in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present.

Mr. J. Sawant, Advocate filed his Vakalatnama on behalf of the first party/Management No. 2.

The Office informed that notice as per the directions given in the order dated 11.11.2014 had not so far been issued to the second party/Workman. In the circumstances, the Tribunal by the order dated 26.12.2014 directed that needful in this regard be done by the Office, and fixed 12.2.2015 for filing Statement of Claim on behalf of the second party/Workman.

9. Pursuant to the Order dated 26.12.2014, the case was put up on 12.2.2015. On the said date, *i.e.* 12.2.2015, Ms. Sonia Dalal Dhankar, Senior Executive (Human Resources) in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present. The Tribunal noted in its order dated 12.2.2015 that as per the directions given in the order dated 26.12.2014, the Office issued notice to the second party/Workman by Registered Post AD fixing 12.2.2015, and that notice so sent had been duly served and the Acknowledgement Card had been received back. Shri Ramesh R. Shinde, Advocate stated on the said date that he had been instructed to appear on behalf of the

second party/Workman, and he would be filing his Vakalatnama by the next date fixed in the matter.

10. In the circumstances, the Tribunal by the order dated 12.2.2015 fixed 8.4.2015 for filing statement of Claim.

11. Pursuant to the Order dated 12.2.2015, the case was put up on 8.4.2015. On the said date, *i.e.* 8.4.2015, Mr. R.K. Mundra, Manager, Human Resources in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

None was present for the first party/Management No. 2.

None was also present on behalf of the second party/workman.

12. In the circumstances, the Tribunal by the Order dated 8.4.2015 adjourned the case to 8.6.2015 for filing Statement of Claim on behalf of the second party/workman.

13. Pursuant to the Order dated 8.4.2015, the case was put up on 8.6.2015. On the said date, *i.e.* 8.6.2015, Mr. R.K. Mundra, Manager, Human Resource in Bharat Heavy Electricals Ltd. was present for the first party/Management No. 1.

None was present for the first party/Management No. 2.

None was also present on behalf of the second party/Workman.

In its order dated 8.6.2015, the Tribunal noted the proceedings which had taken place on various dates and noted that on 8.4.2015, none was present on behalf of the second party/workman and no Vakalatnama on behalf of the second party/Workman was filed. The Tribunal in its order dated 8.6.2015 further noted that none was present on behalf of the second party/Workman on the said date (*i.e.* 8.6.2015) and no Vakalatnama on behalf of the second party/Workman was filed.

14. In the circumstances, the Tribunal by its order dated 8.6.2015 adjourned the case to 26.6.2015 for filing Statement of Claim on behalf of the second party/Workman.

15. Pursuant to the Order dated 8.6.2015, the case was put up on 26.6.2015. On the said date, *i.e.* 26.6.2015, Mr. R.K. Mundra, Manager (HR) was present for the first party/Management No. 1.

Mr. Rajendra D. Tawade, Partner of the first party/Management No. 2 was also present. However, none was present for the second party/Workman. No Vakalatnama on behalf of the second party/Workman was filed on the said date, *i.e.* 26.6.2015.

16. In the circumstances, the Tribunal by its Order dated 26.6.2015 adjourned the case to 14.8.2015 for filing Statement of Claim on behalf of the second party/Workman.

17. Pursuant to the Order dated 26.6.2015, the case is put up today. Mr. Nisar Hyder, Senior Deputy General Manager (Law) is present for the first party/Management No. 1.

Mr. J. Sawant, learned counsel for the first party/Management No. 2 is also present.

However, none is present for the second party/Workman. No Vakalatnama on behalf of the second party/Workman has been filed.

18. From the above narration of facts, it is evident that despite service of notice, none has put in appearance on behalf of the second party/Workman even though the case has been repeatedly adjourned on account of absence on behalf of the second party/Workman. No Statement of Claim has so far been filed on behalf of the second party/Workman.

19. In view of the above, it is evident that there is no pleading or evidence filed on behalf of the second party/Workman in support of her Claim as contained in the aforesaid Reference.

20. In the circumstances, no relief can be granted to the second party/Workman.

21. The Reference made to this Tribunal is, therefore, answered by stating that no relief can be granted to the second party/Workman.

22. Award is passed accordingly.

JUSTICE S.P. MEHROTRA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2015

का०आ० 1884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्कूटर्स इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं० 14/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-42012/13/2010-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 21st September, 2015

S.O. 1884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 14/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of the Scooters India Limited and their workman, which was received by the Central Government on 18.09.2015.

[No. L-42012/13/2010-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

RAKESH KUMAR, Presiding Officer

I.D. No. 14/2010

Ref. No. L-42012/13/2010-IR(DU) dated 15.04.2010

BETWEEN

Mr. Vindhyachal Ram S/o Late Kapoor Chandra
Village-Kagzipur, Post-Shekhanpur
Ghazipur

AND

1. The Chairman & Managing Director
Scooters India Limited
Sarojini Nagar
Lucknow

AWARD

1. By order No. L-42012/13/2010-IR(DU) dated 15.04.2010 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mr. Vindhyachal Ram S/o Late Kapoor Chandra, Village Kagzipur, Post Shekhanpur, Ghazipur and the Chairman & Managing Director, Scooters India Ltd. Lucknow for adjudication to CGIT-cum-Labour Court, Kanpur. Later the Ministry vide their order of even number dated 17.06.2010, transferred the present industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether The Action of the Management of Scooters India Limited in Terminating the Services of their Workman Sri Vindhyachal Ram *w.e.f.* 05.11.1995 is legal and Justified? If not, what Relief the Workman is Entitled to?"

3. As per the claim statement the brief facts are as herein under. It has been pleaded that the workman was employed on 22.10.1973, as casual labour, he was regularized on the post of permanent workman as Artisan-E on 06.12.1974, since then he has been working continuously till 04.11.1995 but the management illegally removed him from services on 05.11.1995. In the year 1995 the workman was getting salary Rs. 4500/- p.m. as salary, during his service he was very sincere in his duties and his employer

was fully satisfied. It has further pleaded that under Bihar Scheme, for publicity purposes "VIKRAM" were distributed to several employees, with the direction that the sale price was to be paid in installments, certificate has also been enclosed, one Vikram auto was given to the workman with the condition of repayment of sum in 6 installments but after some time installments was enhanced from 6 months to 24 months, but the workmen were pressurized to make payment in 18 installments only with the warning that if the payment was not made as desired, his services would be terminated, thereafter, the workman contacted the management on several occasion for making payment with the request that permission be granted to work and for adjustment of the remaining sum with his salary but the management did not accept his request and orally terminated his services on 05.11.1995; it was utter violation of the departmental rules as well as unfair labour practice under Industrial Disputes Act. 1947.

4. In the claim statement, it has also been pleaded that several applications were moved by the workman for his reinstatement, registered letter dated 26.06.1999 was not also sent but the management did not send any reply to his representation/application nor he was permitted to resume his duties, compelling thereafter to move to the court. The workman has stated that before termination of services on 05.11.1995, no prior retrenchment notice, wages in lieu of notice, charge sheet, departmental enquiry report was provided, neither any opportunity was given to adduce his defence the management has violated the relevant provision of the I.D. Act, it deliberately violated the standing order as well as principles of natural justice were also not followed. The workman has prayed for his reinstatement *w.e.f.* 05.11.1995 and for payment of his salary & dues along with back wages etc. Along with claim statement certain document have also been enclosed therewith.

5. The management has filed written statement M-8 wherein the main allegation of the claim statement has been denied. The opposite party has pleaded that the matter has been raised after lapse of 13 years from the alleged cause of action and even after attainment of the age of superannuation on (31.03.2006), therefore the order of reference is totally wrong, misconceived, and baseless and bad in law. The management has mentioned that the workman joined the company as casual worker on 22.10.1973 and remained as such up to 05.12.1974. He was regularized on 06.12.1974 as unskilled worker (Artisan-E), as per the documents, his date of birth was 13.03.1948 he completed his probation on 06.09.1975. He was promoted as Artisan-D *w.e.f.* 01.04.1979.

6. It has further been stated in the written statement that M/s. Scooters India Ltd. was facing acute problem of surplus manpower and financial constraints since inception, however, with a view to improve production and

productivity though creating good will and to generate new market to cope up with the competition and utilize the surplus manpower, it was necessary for the management of Scooters India Ltd. as well as the employees to introduce such a scheme that may reduce the loss of the Company. Further, with a view to cope up with the situation, the company introduced a scheme "Bihar Sales Promotion Scheme" vide circular No. SIL:PER:NC: 10/94 dated 10.03.1994 to enhance the sale of Vikram-3 wheeler in the State of Bihar. Under this scheme the applications were invited from the desirous workmen of the company belonging to the state of Bihar on the terms and conditions mentioned hereinafter. Vide letter dated 05.05.1994 Sri Vindhyachal Ram was sent to Patna w.e.f. 06.05.1994 under the Sales promotion scheme from 06.05.1994 onwards he shall be on special leave for a period of 6 months till 05.11.1994. On 06.11.1994, he had the option to pay the balance amount (against the vehicle) payment by him to the company and to resume normal working. If he is not in a position to repay the payment amount on 06.11.1994 the employee shall be treated on 'Leave without Pay' till the time he obtains clearance from Marketing/Finance/ personnel. Against this scheme Sri Vindhyachal Ram submitted his application for purchase of 3-wheeler. Vide circular No. SIL:PER:NC:69/94 dated 19.11.1994, the workman concerned has to run a 3-wheeler as a taxi and need to deposit the cost of 3-wheeler on installment basis in the minimum of Rs. 4000/ per month. After the payment of cost of 3-wheeler, he was supposed to be the owner of the vehicle.

7. It has further been stated that initially the paid scheme for 6 months vide letter dated 10.03.1994 was subsequently extended upto 18 months which ended on 05.11.1995 vide circular No. SIL:PER:NC:69/94 dated 19.11.1994. During the period of 18 months, Shri Vindhyachal Ram was entitled to full wages and all allowances as per circular No. SIL:PER:NC:69/94 dated 19.11.1994 and further during the period of 18 months no interest was liable to be levied on him. The workman concerned did not deposit the full amount with the company against the cost of 3-wheeler even after the period of 18 months. After the completion of his period of agreement, he was advised several times both orally and in writing also a return the balance amount of Rs. 26,913.10 to the company to settle the dues. In this connection a show cause notice dated 14/21 August, 1996 was served to the concerned workman at his local as well as permanent address through registered post but the concerned workman neither joined his duties nor sent any reply to the same. Vide letter dated 11.01.1997 the workman concerned was informed that he had neither resumed his duties nor sent any reply and therefore, for being continuously unauthorized absence from his duties w.e.f. 06.11.1995, his services were terminated vide letter dated 11.01.1997.

8. The management has emphasized that the workman was informed vide letter dated 11.01.1997 that he had neither resumed his duties, nor sent any reply, therefore for unauthorized absence from his duties w.e.f. 06.11.1995 his services were terminated vide letter dated 11.01.1997.

9. The opposite party has submitted that initially the period of installment was six months which was subsequently extended to 18 months to all concerned workmen under the said scheme all the workmen till at par in the scheme, the threat allegations etc. has been denied by the opposite party so called oral termination of 05.11.1995 has also been denied in the written statement.

10. The opposite party pleaded that it is not case of retrenchment requiring any notice pay retrenchment compensation etc. Rather the services of workman were terminated vide letter dated 11.01.1997, because of continuous unauthorized absence of the workman from the duty without any application/information or sanctioned leave. The opposite party has prayed that the workman is not entitled to any relief.

11. Thereafter rejoinder W-10 has been filed with the strong denial of the allegations levelled in the written statement, reiterating the pleas taken the claim statement.

12. Copy of the award dated 20.12.2004 passed in I.D. No. 61/95 and several other connected IDs has been filed. The management along with list M-11 has filed certain documents viz.

1. Joining Letter dated 06.12.1974
2. Attestation Form and Scholar's Register and Transfer Certificate
3. Probation Completion letter dt. 09.09.1995
4. Promotion letter dt. 20.10.1981
5. 3-Wheeler Sales Promotion Scheme vide circular No. SIL:PER:NC:10/94 dated 19.11.1994
6. Application of Sh. Vidhyachal Ram for Sales Promotion Scheme
7. Deputation to Patna under the Sales Promotion Scheme dt. 05.05.1994
8. 3-Wheeler Sales Promotion Scheme vide circular No. SIL:PER:NC:69/94 dated 19.11.1994.
9. Show cause notice No. SIL:PER:IR/01659/96 dated 14/21.08.1996
10. Show cause notice dated 14.08.1996 displayed on the Notice Board on 20.09.1996

11. Termination letter No. SIL:PER:ESTT:01659 dated 11.01.1997
12. Clearance-cum-Payment Voucher dt. 04.04.1998
13. A letter No. SIL:PER:ESTT:01659 dt. 10.04.98 along with two sets of application for payment of Gratuity etc.

13. The workman has filed his affidavit W-13 in evidence, he was duly cross examined by the opposite party, on behalf of the management affidavit of Shri A.K. Chatterjee M-16 was filed and he was duly cross examined by the workman.

14. Arguments of both the parties have been heard at length and record has been perused thoroughly.

15. The workman has relief upon 2000 (85) V.P. Ahuja and State of Punjab and others FLR page 197 (Hon'ble Supreme Court) and 1990 (61) Punjab Land Development Bank and Reclamation Corporation Ltd. Vs. Presiding Officer, Labour Court, Chandigarh and others page 73 (Hon'ble Supreme Court). Learned AR for opposite party has submitted that the aforesaid rulings do not help the workman in the present industrial dispute case.

16. The authorized representative of the workman has submitted that the workman was a regular employee of the opposite party who was given a three wheeler "Vikram" under 'Bihar Yojna' of the opposite parties and was sent to Patna under the scheme. It is submitted by the authorized representative of the workman that the workman had initially been given 6 months to repay the cost of vehicle but subsequently it was extended to 24 months; but the workman was pressurized to make payment in 18 months, failing which he was threatened to get terminated. It has further been submitted that subsequent to threat the workman approached, time and again, to the employers for repayment of the cost of the Vikram with request that the cost may be adjusted from his salary; but the management did not heed to his request and terminated his services orally *w.e.f.* 05.11.1995 without complying with the mandatory provisions of Section 25 F of the Act. He has also argued that the management also violated the principles of natural justice as no inquiry has been conducted before terminating his services; and he was not afforded any opportunity to defend himself.

17. In rebuttal, the authorized representative of the Scooter's India Limited has argued that the workman not even failed to pay the price of three wheeler nor did he turn up to join duties even after issuance of several notices and show cause notice, resulting into termination of his services in terms of para 09.03.12 of the Certified Standing Orders. He has submitted that before terminating the services of the workman he was adequately issued notice through several registered letters but the workman absconded from

duties therefore, his termination was not in violation to any of the provisions of the Industrial Disputes Act, 1947.

18. I have given my thoughtful consideration to the rival contentions of the learned authorized representatives of the parties and scanned entire evidence on record in light thereto.

19. It is admitted case of the parties that the workman, Vindhyachal Ram had been given a three wheeler vehicle, "Vikram" under 'Bihar Sales Promotion Scheme' *vide* circular dated 10.03.1994 to enhance the sale of Vikram-three wheeler in the State of Bihar. Accordingly, the workman was sent to Patna under the Sales Promotion Scheme *w.e.f.* 06.05.1994 and from said date he was on Special Leave for a period of 6 months, the stipulated time for repayment of the cost of the three wheeler. Later this period of six months was extended to 18 months, which according to the management ended on 05.11.1995.

Now the case of the management is that the workman neither paid the cost of the three wheeler nor did he turn up to join the duties in spite of several notices and show cause notice, resulting into this termination under Para 09.03.12 of the Certified Standing Orders for his unauthorized absence from 06.11.1995 to 11.01.2007.

Per contra, the case of the workman is that it was hard to earn through the 'three wheeler' provided by the management, therefore, he was unable to pay the cost of the three wheeler from earnings of three wheeler, therefore, he approached to the management with offer to adjust the cost of the three wheeler from his salary but the management did not pay any heed to his request and terminated his services in utter violation to the principles of natural justice, without giving him any notice, charge sheet or affording him any opportunity to defend himself before any formal inquiry.

20. The management has pleaded that it issued notice dated 14/21st August, 1996 to the workman at his local as well as permanent address through registered post. The management has also come up with a case that the notices issued to the workman had been received back in the office, unserved. Accordingly, the management has filed photocopy of the letters and their envelopes. The management has failed to file their original (envelops) in spite of the fact that the same perhaps have been received back in their office; hence the photocopies filed by them are not reliable more so the paper No. 11/20, which is purported to be the envelop does not bear address of the workman. It was duty casted upon the management to come with cogent and reliable evidence in support of its pleadings; but it failed altogether in this regard that it made all reasonable efforts and issued notices to the workman to join his duties and they were sufficiently served upon the workman.

21. The workman in his pleadings has specifically pleaded that he has not received any notice or charge sheet before illegal termination of his services. However, the scheme *vide* circular dated 10.11.1994, through which the workman had been given three wheeler its self contain the provision for disciplinary proceedings against a workman/employee who fails to comply with the conditions given in the letter. The para 6 of the said circular is worthwhile and is reproduced hereunder:

“यदि कर्मचारी उपरोक्त विनिर्दिष्ट दशाओं का उल्लंघन करता है, तथा अपने लिए निर्धारित क्षेत्र के बाहर गाड़ी चलाता है तो उसे पैरा 5 के अनुसार देय वेतन और भत्तों का भुगतान रोक दिया जाएगा, तथा प्रमाणित स्थायी आदेशों की धाराओं के अंतर्गत अनुशासनिक कार्यवाही की जा सकती है।”

A bare perusal of the above provision shows that on failure of the workman either to pay the amount or when was assumed to absconding his services, as claimed by the management, the management was required to institute disciplinary proceedings; but the management simply terminated his services in wake of provisions 9.3.12 of the Standing Orders. The management witness, Shri A.K. Chatterjee in his cross-examination stated that the workman was absconding therefore; departmental inquiry could not be conducted. He further stated that no charge sheet was issued for the same reasons. This goes to show that the management did not observe the provisions contained in the circular dated 10.11.1994, which was the basis of the whole issue. The management simply terminated the services of the workman under provisions 9.3.12 of the Certified Standing Orders, which reads as under:

“Any workman who remains absent from duty without leave or in excess of the period of leave originally sanctioned or subsequently extended for more than 10 consecutive days, he shall be deemed to have left the services of the Company of his own accord, without notice, thereby terminating his contract of service with the Company and his name will accordingly be struck off the rolls.”

A reading of above provision goes to show that the same was applicable to be persons who were got engaged with the Company through some contract; but in the instant case, the workman was a regular employee and should have been dealt with differently or he should have been issued a charge sheet and be given a chance to put his defence before a formal inquiry. The management cannot not escape his liabilities just by stating that no charge sheet could be issued or any disciplinary proceedings could not be conducted just for the reasons that the workman was absconding. Had it be true then the management should have conducted an *ex-parte* inquiry

against the workman; but in present case the management did not adopt this procedure, causing prejudice to the workman.

22. Hon'ble Bombay High Court in *Badrawati Shikshan Sanstha & another Vs. Hashib Pasha & others* 2015 (144) FLR 1059 where the services of the respondent has been terminated by the petitioners got long absence, observed as under:

“The petitioners have not placed any document on the record to show that they had given any notice to the respondent No. 1 requiring him to report on duty. In view of these facts, I am not inclined to accept the submission made on behalf of the petitioners that the respondent No. 1 had abandoned his service by remaining absent for a long period without giving any application for grant of leave. The submission made on behalf of the respondent No. 1 that the action of the petitioners amounts of otherwise termination of his service and it is not sustainable in law, is worth consideration. Therefore, I hold that the termination of the services of the respondent No. 1 is on 17th February, 2001 is not according to law and is not sustainable in law.”

In present case, although the management has made a very specific pleading but they have failed to prove the same through cogent evidence.

23. Also, although the workman has pleaded that he approached the management with request that he may be allowed to join and the price of the three wheeler be adjusted from his salary; but he too failed to prove the same through some cogent documentary evidence; whereupon it supports the version of the management that the workman was unauthorisedly absent *w.e.f.* 6.11.1995 and his services have been terminated *w.e.f.* 11.01.1997.

Hon'ble Apex Court in *State of Punjab Vs. Dr. P.L. Singia* 2009 (121) FLR 770(SC), dealing with unauthorized absence, has stated thus:

“Unauthorized absence (or overstaying leave), is an act of indiscipline. Wherever there is a unauthorized absence by an employee, two courses are open to the employer. The first is to condone the unauthorized absence by accepting the explanation and sanctioning leave for the period of the unauthorized absence in which event the misconduct stood condoned. The second is to treat the unauthorized absence as a misconduct, hold an enquiry and impose a punishment for the misconduct.”

The court further, while dealing with the concept of punishment ruled as follows:

“Where the employee who is unauthorizedly absent does not report back to duty and offer any satisfactory explanation, or where the explanation

offered by the employee is not satisfactory, the employer will take recourse to disciplinary action in regard to the unauthorized absence. Such disciplinary proceedings may lead to imposition of punishment ranging from a major penalty like dismissal or removal from service to a minor penalty like withholding of increments without cumulative effect. The extent of penalty will depend upon the nature of service, the position held by the employee, the period of absence and the cause/explanation for the absence."

24. In Chairman-cum-Managing Director, Coal India Limited and another Vs. Mukul Kumar Choudhuri and other 2009(15) SSC 620, Hon'ble Apex Court, after analyzing the doctrine of proportionality at length, ruled thus:

"19. The doctrine of proportionality is, thus, well-recognized concept of judicial review in our jurisprudence. What is otherwise within the discretionary domain and sole power of the decisionmaker to quantify punishment once the charge of misconduct stands proved, such discretionary power is exposed to judicial intervention if exercised in a manner which is out of proportion to the fault. Award of punishment which is grossly in excess to the allegations cannot claim immunity and remains open for interference under limited scope of judicial review.

20. One of the tests to be applied while dealing with the question of quantum of punishment would be: would any reasonable employer have imposed such punishment in like circumstances? Obviously, a reasonable employer is expected to take into consideration measure, magnitude and degree of misconduct and all other relevant circumstances and exclude irrelevant matters before imposing punishment."

Hon'ble Apex Court in the above case directed for reinstatement of the delinquent for the proved charges of unauthorized absence for a period of more than six months, being the punishment of removal unduly harsh and grossly in excess to the allegations; but withheld the back wage by the way of punishment for proved misconduct of unauthorized absence. The Court observed as under:

"21. In a case like the present one where the misconduct of the delinquent was unauthorized absence from duty for six months but upon being charged of such misconduct, he fairly admitted his guilt and explained the reasons for his absence by stating that he did not have any intention nor desired to disobey the order of higher authority or violate any of the Company's rules and regulations but the reason was purely personal and beyond his control and as a matter of fact, he sent his resignation which was not accepted, the order of removal cannot be held to be justified, since in our judgement, no reasonable employer would have imposed extreme punishment of

removal in like circumstance. The punishment is not only unduly harsh but grossly in excess to the allegations."

25. In the instant case, the workman had been unauthorizedly absent *w.e.f.* 06.11.1995 without prior intimation to the high authorities and approval of the Competent Authority. The workman in his evidence has stated that he requested the management to adjust the cost of three wheeler from his salary and be given duties; but the management terminated his services. There is no allegation from management that the workman was a habitual absentee and also there is no iota of evidence before this court that the workman was ever issued any other charge sheet for unauthorized absence.

26. Therefore, under the facts and the circumstances of the case and considering the law, it comes out that the punishment, imposed by the management upon the workman for unauthorized absence is not only unduly harsh but grossly in excess to the allegations made. Also, there is neither any pleading, on behalf of the management, that the workman was a habitual absentee nor there is any evidence on the record to the effect. Therefore, in view of the facts and circumstances of the case and law cited hereinabove, I am considered opinion that the termination of the services of the workman, Vindhyachal Ram *w.e.f.* 05.11.1995 is illegal and unjustified; and the same is liable to be set aside; and the management is directed to reinstate the workman, Vindhyachal Ram, with all consequential benefits, except the 50% back wages from the date of termination until reinstatement, by the way of punishment for his unauthorized absence. However, the management is at liberty to adjust the cost of three wheeler, if due on the workman, from the back wages.

27. Award as above.

RAKESH KUMAR, Presiding Officer

LUCKNOW

14th September, 2015

नई दिल्ली, 24 सितम्बर, 2015

कांआं 1885.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स साउथ इंडिया माईन्स एण्ड मिनरल इंडस्ट्रीज प्रा० लि० के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 72/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-29012/13/2014-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 24th September, 2015

S.O 1885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2014)

of the Cent.Govt.Indus. Tribunal-cum-Labour Court, Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. South India Mines and Mineral Industries Pvt. Ltd. and their workman, which was received by the Central Government on 18.09.2015.

[No. L-29012/13/2014-IR(M)]
NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 8th September, 2015

Present:

K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 72/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), between the Management of South India Mines and Mineral Industries Pvt. Ltd. and their workman)

BETWEEN

Shri E. Sivan : 1st Party/Petitioner

AND

The Executive Director : 2nd Party/Respondent
The South India Mines & Minerals Industries Ltd.
315, Narayana Nagar, Sankar Nagar PO
Talaiyuthu R.S., Tirunelveli Distt.
Tirunelveli-627357

Appearance:

For the 1st Party/ : Ms. S. Girija, Advocate
Petitioner

For the 2nd Party/ : Shri K. Krishnamoorthy,
Respondent Advocate

AWARD

The Central Government, Ministry of Labour and Employment vide its Order No. L-29012/13/2014-IR(M) dated 01.09.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the Management of M/s. South India Mines & Mineral Industries Pvt. Ltd., Sankar Nagar in termination the service of Shri E. Sivan is justified? If not, to what relief the workman is entitled to?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 72/2014 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively. The petitioner has filed a rejoinder in reply to the Counter Statement.

3. the averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner joined the services of the Respondent as daily wager in 1972. He was serving as Office Peon and as Driver. In 2005 he was deputed to Nellai Transport. In 2006 the deputation was extended until further orders. Deputation was without the consent of the petitioner. The Standing Orders of the Respondent do not permit any such deputation. Though the petitioner was not driving heavy vehicles he was asked to drive heavy vehicle loaded with quarry stones in Nellai Transport. The petitioner had been submitting representation again and again to re-transfer him to the Respondent Company. While so, an order of suspension dated 17.12.2012 had been issued on the petitioner. A charge memo dated 28.01.2013 had been issued to him alleging that he trespassed into the house of Venkateswaran, Office Coordinator of the Respondent on 23.06.2012 and 14.12.2012 and threatened him with dire consequences and that he was under the influence of alcohol on those occasions, that he had contacted Seenivasagam, the Manager of the Nellai Transport over phone also. The petitioner never indulged in such intimidation and threatening. The petitioner is not a drunkard. He had submitted explanation to the charges alleged against him. Venkateswaran was owner of alorry which got involved in an accident resulting in injuries to one Karuppusamy and Karuppusamy had died later. Venkateswaran had agreed to pay Rs. 20,000/- as compensation to the family of the victim but he had not paid the amount. The petitioner went to the residence of Venkateswaran on the night of 14.12.2012 demanding compensation alongwith one Vincent. Since Venkateswaran was not at the house they had returned. Because of this Venkateswaran had hatched conspiracy to put an end to the service of the petitioner in the Respondent Company where he was working as Coordinating Officer. The Charge Memo is an offshoot of the above incident. The Respondent ordered inquiry based on the Charge Memo and the Enquiry Officer found the petitioner guilty of the charges. The enquiry was not conducted in accordance with the principles of the natural justice. The Disciplinary Authority removed the petitioner from service on the basis of the report of the Enquiry Officer. There is no justification for the order. An order may be passed directing the Respondent to reinstate the petitioner in service with backwages, continuity of service and other attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner was working as Driver in the Respondent organization from 1982. From 2005 onwards he was deputed to M/s. Nellai Transports. However, his name remained in the payroll of the Respondent, the parent organization. The petitioner was suspended from service by order dated 17.12.2012 and a charge sheet had been issued to him on 28.01.2013. Since the explanation offered by the petitioner to the charge sheet was found unsatisfactory, domestic enquiry had been initiated. The enquiry was conducted in a transparent manner, upholding the principles of natural justice. The Enquiry Officer found that the charges against the petitioner was proved. Based on the enquiry report the Management removed the petitioner from service. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder reiterating his case in the Claim Statement and denying the allegations in the Counter Statement.

6. The evidence in the case consists of documents marked as Ext. W1 to Ext. W23 and Ext. M1 to Ext. M12. No oral evidence was adduced by either side.

7. In view of the contention raised by the petitioner that enquiry has not been conducted in accordance with the principles of natural justice, this was heard as a Preliminary issue and I have entered a finding that the enquiry was conducted in a fair and proper manner. While arguing the case on merits the petitioner's counsel has argued that the copy of report of the domestic enquiry has not been given to the petitioner or his explanation sought before the Disciplinary Authority decided to dismiss him from service. He was referred to the legal pronouncements regarding the consequence of failure to furnish copy of the enquiry report also. This contention was not raised when the matter was argued initially. I have already entered a finding that the enquiry was conducted in a fair and proper manner. So I am not dealing with the decisions on this aspect referred to by the counsel.

8. The points for consideration are:

- (i) Whether the action of the Respondent in terminating the service of the petitioner is justified?
- (ii) What if any is the relief to which the petitioner is entitled?

The Points

9. The petitioner was charge sheeted while he was working under deputation with M/s. Nellai Transport, though he continued to be the employee of the Respondent Company. It is seen from the Claim Statement itself that the petitioner was not satisfied with the arrangement of deputation which according to him was made against his

consent and against the Standing Orders of the Company. According to him, though he had a heavy vehicles license he was not used to driving heavy vehicles as he was regularly driving a light vehicle, a jeep only in the Respondent establishment. According to him, in spite of this, he was made to drive tipper lorry filled with quarry stones in Nellai Transport.

10. The petitioner was placed under suspension by order dated 17.12.2012. Soon after this he was served with a Charge Memo for the misconducts allegedly committed by him. The charges alleged against him are:

- (i) He trespassed into the residence of R. Venkateswaran, an Officer of the Respondent establishment on the nights of 23.06.2012 and 14.12.2012;
- (ii) He abused Venkateswaran and Seenivasagam, another Officer in obscene language accusing them of changing shifts at their will and pressure; and
- (iii) He threatened Venkateswaran and his son with dire consequences.

It is stated in the Charge Memo that the above acts of the petitioner are misconducts under Clauses 8, 9, 12 and 15 of Clause-17 of the Standing Order of the Company.

11. The charge memo was prepared and served on the petitioner on the basis of an oral complaint said to have been given by Venkateswaran. Complaint was not made to the establishment regarding the incident of 23.6.2012 immediately. However, Venkateswaran is said to have lodged a complaint to the concerned Police Station on the next day itself seeking for protection, as he apprehended danger to his life. The incident of 23.06.2012 also was brought to the notice of Respondent establishment after the alleged incident of 14.12.2012 consequent to which charge has been laid regarding this incident also.

12. Ext.M3 is the explanation dated 14.02.2013 given by the petitioner. In this he has denied the entire incident. He has stated in the explanation that since he resigned his membership from the association which is favouring the Management the management has been attempting to remove him from service in connivance with the association. His explanation was found unsatisfactory and domestic enquiry was conducted accordingly.

13. The case of the petitioner is that no incident alleged has occurred at all. The petitioner himself has given evidence before the Enquiry Officer. What he has stated at that time is this: Venkateswaran examined as MW1 was having a tipper lorry. This lorry had met with an accident injuring one Karuppusamy. He was informed of this by Isakki Muthu who had been examined as the

second witness MW1, Venkateswaran had wanted to settle the incident without going to the Police Station and had agreed to pay Rs. 20,000/- and the petitioner had quaranteed the amount. However, subsequently Venkateswaran had failed to pay the amount agreed upon. Rather than paying the amount he is said to have threatened the petitioner that he would make him lose his employment. On 14.12.2012 the petitioner is said to have gone to the house of Venkateswaran alongwith Vincent examined as the first witness. However, Venkateswaran was not there and both of them had returned. Thus according to the petitioner he had gone to the house of Venkateswaran on the night of 14.12.2012, but the incident as alleged had not occurred.

14. The Management had examined Venkateswaran as MW1, his wife as MW2, his sone as MW3 and Seenivasagam as MW4. Venkateswaran had stated that he was not in the house when the incident happened on 14.12.2012. According to him, in his absence the petitioner had been to the house and told his son that his father had been changing his shift according to his wish and he would be chopped off. MW1 has also stated that he came to know that the petitioner was in inebriate condition at the time. Then this witness had referred to the previous incident which occurred on 23.06.2012. On this date MW1 is said to have pacified him and told him to see him at the office to sort out his problem. He then stated that he had reported the matter to the Police. MW1 had been elaborately cross-examined on behalf of the petitioner. He had admitted during cross-examination that he had a tipper lorry at an earlier time. However, he denied the case of accident and offer of payment of compensation set up by the petitioner. The extract of the Crime Service Register regarding the complaint given by MW1 to the Police Station also is seen submitted during the enquiry proceedings. However, no document is seen produced to show that a complaint was registered or any action was taken.

15. MW2, wife of MW1 stated that the petitioner had been to their house by 0830 pm on 14.12.2012 when herself and her son only were there. There was no power supply at that time. The petitioner had reached the premises and had scolded her husband loudly. He is said to have shouted at her son that he will finish off his father and it is better that he be cautious. Her son got inside the house. The petitioner continued to shout for some more time and then left the place. She has stated that the petitioner was smelling of liquor at the time. She has also referred to the previous incident in which the petitioner had shouted at his husband. Her husband had told him that it was an office matter and could be sorted out at the office. She stated that she had occasion to see the petitioner only during the two incidents referred to by her. MW3, the son had also given evidence in tune with the evidence of MW2.

16. There is also the evidence of MW4. This witness has stated that on 14.12.2012 around 0800 the petitioner had called him by his mobile phone and asked why he is changing shifts frequently. According to the witness, he had replied that whenever Venkateswaran required the vehicle the shift would change and he himself could not take any decision in the matter. The petitioner had told him that he would be meeting Venkateswaran and speaking to him. According to the witness, the petitioner was speaking in an agitated and an aggressive tone and so he has disconnected the phone.

17. One Vincent is examined as first witness on the side of the petitioner. Much could not be made out from the evidence itself. However, if read alongwith the evidence of the petitioner, the evidence seems to be that Isakki Muthu had met the petitioner at the Bazar and had accused that he had embezzled the money that was collected as compensation from MW1 and accordingly the petitioner and Vincent had gone to the house of MW1. MW1 had been not in the house. They are said to have returned immediately. There is the evidence of Isakki Muthu examined as the second witness for the petitioner. He has also given the version regarding the incident and the offer of MW1 to pay compensation.

18. The case of accident and the offer to pay compensation set up by the petitioner is difficult to be delivered. If there was an accident there would have been some document pertaining to the same. It was not even stated on which date the accident involving the vehicle of MW1 and what had Isakki Muthu got to do with it. Apart from this, in the explanation given by the petitioner there is no reference to the demand made by the petitioner to MW1 for compensation. His case in the explanation is only that the association in which he was earlier a member had been trying to smoke him out of the establishment with the help of the Management.

19. on analyzing the evidence of Management witnesses especially MW2 and MW3 I do not find any reason to disbelieve the case that an incident had taken place as alleged. It is admitted even by the petitioner himself that on 14.12.2012 he had been to the house of MW1. It is very much clear from the pleadings that the petitioner was very much dissatisfied with his deputation and particularly he was aggrieved that his shift was being changed frequently without keeping any regularity and he was attributing the cause of this to MW1. There is the evidence given by MW4 that immediately before the petitioner went to the house of MW1 he had been questioning MW4 for the change in the shift. What is to be assumed from the evidence of MW2 and MW3 is that the petitioner was in an inebriate state. This might have given him the courage to go to the house of MW1 and challenge him.

20. The counsel for the petitioner had been arguing that there is no sufficient evidence to show that the petitioner was under the influence of liquor at the time when he went to the house of MW1. He has argued that in the absence of a blood test drunkenness cannot be determined. This Tribunal is not dealing with a criminal case attributing drunkenness on the petitioner. Both MWs 2 and 3 have stated that the gait of the petitioner was irregular and his speech was incoherent. They have even noticed that the petitioner was smelling of liquor. Even assuming that the petitioner's drunken state is not proved it is clear that he was behaving in a riotous and disorderly manner.

21. As per the Charge Memo the petitioner had committed offences under Clause 8, 9, 12 and 15 of Clause-17 of the Standing Orders. He was riotous and disorderly as stated in Sub-Clause-8 and he was insolent and rude as stated in Sub-Clause-9. He has even threatened his Superior Officer, though in his absence.

22. The counsel for the petitioner has been arguing that in any case the punishment imposed on the petitioner is not at all called for as it is disproportionate to the offences alleged. He has argued that such conduct on the part of the workman could be attributed only to his social background and is not intended to have any actual injury to the affected person. The counsel has referred to the decision of the Madras High Court in *MANAGEMENT, RAMATHAPURAM COOP. SPINNING MILLS VS. PRESIDING OFFICER, LABOUR COURT, MADURAI AND ANOTHER* reported in 2012 1 LLJ 257 in this respect. Referring to the decision of the Apex Court reported in year 1982 2 SC 1552 the Court has held that unskilled workers culture is that they would raise their voice while making their grievance. The petitioner was perhaps aggrieved that he was retained on deputation against his will and was further aggrieved when he had to work in different shifts without notice. It is seen from the evidence of MW2 itself that actually there was change in the shift without previous notice. The conduct of the petitioner is to be attributed to the above facts. Certainly the conduct is not one that can be unjustified even in the circumstances. But the grave punishment of denying the petitioner of his entire livelihood by dismissing him from the service was not called for when the circumstances are considered. Any other punishment other than depriving him of his livelihood would have been sufficient. The petitioner has been going without wages from the date of his removal from service. It would be sufficient punishment, if he is deprived of the backwages. I find that the petitioner is entitled to be reinstated in service, but without backwages.

23. Accordingly an award is passed as follows:

The Respondent is directed to reinstate the petitioner in service with continuity of service and other

benefits within a month of publication of the award. He will not be entitled to any backwages.

The reference is answered accordingly.

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Patty/Petitioner : None
For the 2nd Party/Management : None

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
Ex. W1	17.09.2005	Orders deputing the petitioner to Nellai Transport for 1 year.
Ex. W2	16.09.2006	Extention orders of deputation
Ex. W3	17.12.2012	Order of Suspension
Ex. W4	17.12.2012	Suspension order issued in Tamil Version
Ex. W5	31.12.2012	Reply given by the Petitioner with ID Proof
Ex. W6	28.01.2013	Charge Memo
Ex. W7	30.01.2013	Representation of the petitioner seeking Tamil version of the Charge Memo
Ex. W8	28.01.2013	Charge Memo issued in Tamil version
Ex. W9	14.02.2013	Objection cum representation requesting basic report for the charges to given explanation to the Charge Memo
Ex. W10	06.03.2013	Calling letter to enquiry
Ex. W11	12.03.2013	Representation requesting assistance of one Mr. T. Subramaniam, Distt. Secretary (AICCTU)
Ex. W12	16.03.2013	Representation seeking translation copy of the Standing Orders
Ex. W13	17.08.2013	Written Submission filed before the Enquiry Officer
Ex. W14	30.10.2013	Order of dismissal
Ex. W15	09.11.2013	Objections given to the order of dismissal.
Ex. W16	12.11.2013	Proceedings of the management
Ex. W17	14.11.2013	Objection given by the petitioner

Ex. W18	21.11.2013	Proceedings of the management enclosing the copy of the enquiry report
Ex. W19	23.11.2013	Objection given by the petitioner
Ex. W20	24.12.2013	Claim Statement filed before the Assistant Commissioner, Madurai
Ex. W21	08.02.2014	Reply Statement of the Management
Ex. W22	10.03.2014	Rejoinder filed by the petitioner
Ex. W23	31.05.2014	Failure report of the Regional Labour Commissioner, Madurai

On the Management's side

Ex.No.	Date	Description
Ex. M1	-	Suspension order dated 17.12.2012 issued to the petitioner
Ex. M2	-	Charge Sheet dated 28.01.2013 issued to the petitioner
Ex. M3	-	Explanation dated 14.02.2013 offered by the petitioner
Ex. M4	-	Inquiry Officer's appointment - 05.03.2013 and 02.07.2013
Ex. M5	-	Copies — Notes of the inquiry proceedings
Ex. M6	-	Copies — Depositions in respect of all witnesses
Ex. M7	-	Copies — Brief of the final arguments
Ex. M8	-	Findings of the Inquiry Officer reported dated 22.10.2013
Ex. M9	-	Removal order dated 30.10.2013
Ex. M10	-	Reply statement dated 08.02.2014 furnished to the RLC
Ex. M11	-	Final Reported dated 31.05.2014 from the Regional Labour Commissioner
Ex. M12	-	Standing Orders of the Company

नई दिल्ली, 24 सितम्बर, 2015

का०आ० 1886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं० 101/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-30011/20/2015-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 24th September, 2015

S.O. 1886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 101/2015) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the M/s. Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 18.09.2015.

[No. L-30011/20/2015-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Monday, the 7th September, 2015

Present :

K.P. PRASANNA KUMARI, Presiding Officer
Industrial Dispute No. 101/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Oil Corporation and two others and their workmen)

BETWEEN

The General Secretary : 1st Party/Petitioner Union
IOCE HMS Union,
193/B Railway Colony
Gandhi Irwin Road,
Egmore, Chennai-600008

AND

1. The General Manager, : 2nd Party/1st Respondent
Indian Oil Corporation Ltd.
Lube Blending Plant
Tondiarpet,
Chennai-600081

2. The Executive Director (HR) : 2nd Party/2nd
Indian Oil Corporation Ltd. Respondent
Marketing Division, Southern Region
139, Indian Oil Bhawan
Mahatma Gandhi Road,
Chennai-600034

3. Sri T. Krishna Kumar 2nd Party/3rd
M/s. Vishal Testing and Services Respondent
Engineers Consultant & Contractors
1/623, PGN Apartments
Muttukadu Road, Kottivakkam,
Chennai-600041

Appearance:

For the 1st Party/Petitioner : Absent
Union

For the 2nd Party/ : M/s. T.S. Gopalan &
1st & 2nd Management Co. Advocates

For the 2nd Party/ : Absent
3rd Management

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-30011/20/2015-IR (M) dated 23.06.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned that order is:

"Whether the action of the Contractor M/s. Vishal Testing and Service in not revising the wages and allowances of workmen engaged in haulage and house-keeping at IOC Lube Plant, Tondiarpet citing the settlement dated 09.06.2011 is valid? If not, to what relief are the working entitled?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 101/2015 and issued notices to both sides. On receipt of notice the Respondents have entered appearance through the counsel and the petitioner in person.

3. The case was being repeatedly posted for filing Claim Statement and documents. Only once the petitioner has been represented but no authorization is seen filed on behalf of the petitioner. When the case was called on the last hearing date, the petitioner was absent and there was no representation on his behalf also. Today also the petitioner is absent. There is nobody to represent as well. In the circumstance the only conclusion to be drawn is that the petitioner is not interested in pursuing the case. In the absence of any material the reference is to be answered against the petitioner.

Therefore, the reference is answered against the petitioner. An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/1st, 2nd & 3rd : None
Management

Documents Marked:

On the Petitioner's side

Ex. No.	Date	Description
	Nil	

On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 24 सितम्बर, 2015

का०आ० 1887.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स टीएएमआईएन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 85/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-29011/6/2015-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 24th September, 2015

S.O. 1887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2015) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. TAMIN and their workman, which was received by the Central Government on 18.09.2015.

[No. L-29011/6/2015-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 4th September, 2015

Present:

K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 85/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of TAMIN and their workmen)

BETWEEN

The Secretary : 1st Party/Petitioner Union
Tamilnadu Kanima
Niruvanam Uzhiyar Sangam
No. 27, Mosque Street, Chepauk,
Chennai-600005

AND

The Managing Director : 2nd Party/Respondent
TAMIN, Kamarajar Salai
Chepauk
Chennai-600005

Appearance:

For the 1st Party/ : M/s. V. Ajoy Khose, Advocates
Petitioner Union
For the 2nd Party/ : Sri T.R. Sathiyamohan,
Management : Advocate

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-29011/6/2015-IR (M) dated 25.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the action of the Management of TAMIN, Chennai in respect of denial of bonus at the rate of 25% for the Financial Year 2009-2010 is justifiable or not? If not, to what relief the workers are entitled to?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 85/2015 and issued notices to both sides. Both sides have entered appearance through their counsel.

3. The petitioner has entered appearance through his lawyer on the first date of hearing itself. Thereafter, three more postings were given for filing Claim Statement and documents. But the petitioner has not so far filed any Claim Statement. He seems to be not interested in pursuing the case. In the absence of any material in support of the case of the petitioner, the reference is only to be answered against the petitioner.

Therefore, the reference is answered against the petitioner. An award is passed accordingly.

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
For the 2nd Party/Management : None

Documents Marked:

Ex. No.	Date	Description
On the Petitioner's side		
Nil		

Ex. No.	Date	Description
On the Management's side		
Nil		

नई दिल्ली, 24 सितम्बर, 2015

का०आ० 1888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स लाईफ इंश्योरेन्स कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 25/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2015 को प्राप्त हुआ था।

[सं० एल-17012/1/2007-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 24th September, 2015

S.O. 1888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.25/2007) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workmen, which was received by the Central Government on 18.09.2015.

[No. L-17012/1/2007-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT

RAKESH KUMAR, Presiding Officer

I.D. No. 25/2007

Ref. No. L-17012/1/2007-IR(M) dated 06.06.2007

BETWEEN

Sri Sri Anurag Tiwari
S/o Sri Ram Ajore,

R/o 200A
Gandhi Nagar
Uparhava Akbarpur, Distt
Ambedkar Nagar (U.P.)

AND

The Sr. Divisional Manager,
Life Insurance Corpn. of India,
Divisional Office, LIC Building, Mall Road
Kanpur (U.P.)

AWARD

1. By order No. L-17012/1/2007-IR(M) dated 06.06.2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Anurag Tewari S/o Sri Ram Ajore, Ambedkar Nagar and the Sr. Divisional Manager, Life Corporation of India, Kanpur for adjudication.

2. The reference under adjudication is:

"Whether the termination of the Sh. Anurag Tiwari *w.e.f.* 04.02.1998, a contract workman appointed as clerk at the branch office of LIC, Akbarpur, Distt. Ambedkar Nagar is legal? If not, to what relief the workman is entitled to"

3. As per the claim statement the workman has stated that in pursuance of the examination conducted by the LIC after an advertisement, he was selected *vide* letter dated 01.05.1993, and he was informed that initially the post was of temporary nature and on continuation for a term of 40 days, he shall be considered for regularization for the post of Clerk-cum-Typist.

4. The workman started working on the post of clerk-cum-typist and his work and conduct was good. The workman was told that his working was good, therefore, the workman was allowed to continue without giving any further appointment letter. The workman was told that the workers were kept in pursuance to the service rules of the Corporation. Therefore they are treated regular on their own and no further appointment letter was required.

5. The worker was issued the certificate regarding the good conduct and working. The certificate was issued by the Branch Manager dated 22.07.1993. The workman continued to work as clerk-cum-typist and was given salary/wages regularly. Initially the certificate was given to the applicant but subsequently he was told that the vouchers ensure that the applicant was working, hence the same were also not required. The workman was made to work regularly even on Sundays, he was performing the work without break except on national holidays and major religious festivals, thus working for much more than 240

days in an year, mostly up to 300 days in an year. But in vouchers some breaks were shown even though the payment was made through cash.

6. It has further been stated that in the year 1997 the workman was given payment @ Rs. 45 per days and in total he received Rs. 15,166 for different periods. He was informed that his records were being sent to the central office and from there the regularization of the service would be made.

7. It is further stated that within the Life Insurance Corporation, Branch office at Tanda, the working place of the applicant/workman throughout his tenure had different departments. The different departments were; insurance service, sales, Accounts, office New Business departments. The Branch Manager used to allot the work to all the persons including the workman. The workman worked in the different departments in the Branch office of Tanda, on the allotment made by the Branch Manager.

8. It is further stated that the workman had completed five years in service and had put in all labour and effort in working continuously without breaks even on Sundays and only on paper was shown and still workman was being paid the wages as in the start. Hence the workman had preferred a representation for regularization of his service in January, 1988 and also approached the Branch Manager for the grant of same explaining that right at the beginning he was told that the workman's services shall be regularized. The workman was told to work the way he was doing but since no result came out he represented in writing and then on 04.02.1998 the workman was not allowed to enter the premises of the office *i.e.* orally terminated. The termination of services of the workman was without issuing any show-cause notice nor the mandatory one month notice. The applicant had never misbehaved nor any notice to this effect was ever given to the workman throughout the nearly five years of service. The Life Insurance Corporation comes within the definition of 'Industry'. The application comes within the definition of 'workman' as defined under section 2(s) of the I.D. Act, 1947.

9. The workman has pleaded that he had worked from 1993 to 1998 at the branch office, Tanda, District Faizabad/Ambedkar Nagar continuously without break in service and was paid wages but his services were terminated orally on 04.02.1998 and he has become unemployed. He was preferred writ petition 1758 (S/S) of 1998 before Hon'ble High Court, Lucknow bench which was decided on 18.04.2006, Hon'ble High Court directed him to move the Labour Court. The workman has emphasized that his termination without giving any notice, is illegal unjust, improper. He has requested for reinstatement and for payment of regular wages with interest and consequential benefits.

10. Along with claim statement several document have also been filed by the workman.

11. The management has filed written statement M-17. It has been admitted that for appointment for little period selection was made for specific period for specific work, the selection was of formal nature. The term of appointment is self-explanatory and option was given to the workman to join the temporary post for temporary period. The workman had opted and accepted the term of appointment, there was no provision for regularization. The management has stated that for making stop-gap arrangement the branch manager is empowered to make appointment through Employment Exchange, the workman fraudulently obtained the alleged certificate with ulterior motive, authorities of LIC is not empowered to grant such type of certificate. The management has stressed that the petitioner was automatically relieved with lapse of time but for typing purposes it appears that he worked on the road and payment per page was provided to him not as employee of LIC but as market typist. Provisions of LIC Act have also been mentioned in the written statement, and certain provisions of the Constitution of India have been mentioned therein.

12. The management further stated that as indicated for the temporary appointment, no power is conferred to any authority to make the continuance in service for an indefinite period except as provided herein above. However, if the continuance is done this way or that way, it amounts to a fraud and it is illegal. Thus by virtue of such fraud or the illegality, the case is not covered under the Industrial Disputes Act, 1947. The attention is being invited to this Tribunal that the matter has come in controversy before the Apex Court in case of Secretary, State of Karnataka & other vs. Uma Devi & others. The Hon'ble Supreme Court has reviewed its all previous judgments and has held that the daily wagers, casual wagers or contractual employees cannot seek permanent employment by invoking Article 12 of the Constitution of India. On looking to the words of the aforementioned judgment, the ratio of the Hon'ble Supreme Court is that if the temporary or the casual employment does not confer any right by virtue of which the court may provide the benefit of their regulations in service *i.e.* a permanent employee. It has been held that if such a procedure is adopted, the eligible persons availing its appointment in accordance with Constitution of India and law, will be deprived of the guaranteed rights. The controversy had also come in consideration with regard to the ad-hoc employees of U.P. Mandi Parishad *i.e.* the industry within the meaning of Industrial Disputes Act and the Hon'ble Supreme Court struck down the right of regularization of service. It is also submitted that the Apex Court had also held that the appointment on a temporary basis cannot be attracted under the provisions of Industrial Disputes Act, 1947.

13. In the present case, the applicant admittedly was appointed on a temporary post of clerk/typist for a period of 40 days. The term of the appointment itself provides that this appointment is offered for the specific period of 40 days, on a contractual basis and it further provides the extension of the period but that too did not vest any right to the applicant. Admittedly, the offer was made by LIC with regard to a particular branch through the Employment Exchange and the offer was made to the applicant by the selection which related to temporary employment. The applicant accepted it but, later on, he alleged that he was permitted to continue for a longer period. It is added that none of the authorities of the LIC or the Branch Manager was empowered by the regulations to utilize the services of a temporary employee more than the period as is conferred to it. Therefore, this continuance is not only as breach of law but, as a matter of fact, is void. The attention is being invited that for proving the allegations, the applicant has filed the copy of the vouchers indicating the payment. Those vouchers do not say the payment of the salary or the payment of the salary or the payment for daily wages; rather it shows the cost of typing. It is further added that even if he alleged to have worked and the payment was made for that work, it does not confer any right to the applicant to prepare an instrument by playing a fraud with other employee of LIC. The respondents further state that if such a procedure is availed by virtue of this reference, the purpose of the law will not only be frustrated but it will encourage the illegality which amounts to the breach of law laid down by the Hon'ble Supreme Court. The ratio determined by the Hon'ble Supreme Court is a law within the meaning of Article 141 of the Constitution of India, therefore, it is also binding to this Tribunal.

14. The management has alleged that workman is habitual litigant, the previous I.D. are not applicable in this case and the management has requested to decide the case against the workman.

15. Thereafter rejoinder W-18 was filed by the workman, reiterating the pleadings taken in the claim statement with specific denial of the averments of the written statement. Certain annexures have been filed along with the rejoinder.

16. The workman Anurag Tewari evidence was recorded and he was cross-examined by the opposite party. Another witness Sri A.K. Singh was also adduced and cross-examined by the management witness Sri A.K. Singh filed certain documents as per list W-27. The management examined Sri S.K. Gupta and he was duly cross-examined on behalf of the workman. Further certain documents as per list W-30 were filed by the workman.

17. Arguments of Learned AR of the parties have been heard at length and the record has been minutely perused.

18. The learned authorized representative of the workman has argued that the workman had been appointed *vide* letter dated 01.05.1993 after following due procedure and was told by the Selection Committee that the appointment being made was initially of temporary nature and after completion of term of 40 days, the workman shall be considered for regularization against the post; but the management did not keep its promise and did not regularize his services even after working with it for 5 years regularly, for more than 240 days in a year. It is contended by the workman that the workman has been paid through payment vouchers; but in order to show break in service some payment has been made through cash. The authorized representative of the workman has contended vehemently that the services of the workman has been terminated orally *w.e.f.* 04.02.1998 without any reason, notice or notice pay in lieu thereof, in violation to the provisions contained in Section 25F of the Act.

19. In rebuttal, the learned authorized representative of the management of LIC has contended that the workman's services as clerk-cum-typist have been availed for a temporary period of 40 days. It is submitted that the recruitment in the LIC of India is conducted by its own regulations, therefore, the person can only be inducted in service following the due procedure prescribed by the Regulations, and by no way, any person can enter into the service claiming his right with one way or the other way. He has contended that since the workman has not undergone the due prescribed procedure, therefore, he cannot claim regularization under Rules. It is argued by the representative of the management that the workman was relieved automatically with lapse of time for which he was appointed, but for typing purposes, he worked on the road and had provided his service as private outsider typist to the branch for which he was paid per page basis. It is submitted that the workman never completed 240 days or more in a year; however he worked for 40 days only in the year 1993, therefore, the provisions of I.D. Act do not attract in his case.

20. I have given my thoughtful consideration to the rival contentions of the learned authorized representatives of the parties and scanned the evidence available on record in light thereto.

21. It is admitted case of the parties that the workman had been appointed as temporary Assistant in the LIC Branch Office, Tanda for 40 days from the date of joining the post *vide* letter dated 01.05.93, which came to an end on 09.06.1993. The workman has come up with the case that he continued to work with the management of LIC even after 09.06.1993 and worked continually till oral termination of his services *w.e.f.* 04.02.1998 without any reason or rhyme, notice or notice pay in lieu thereof in violation to the provisions contained in Section 25F of the Industrial Disputes Act, 1947.

Per contra, the management has come up with case that the appointment of the workman automatically ceased with the expiry of his termed appointment of 40 days and thereafter he continued to work privately on the road and he was paid per page basis for the typing work taken by the LIC. The management of the LIC has emphatically denied of violation of any of the provisions of the Act.

22. In the instant case, the management pleads that the appointment of the workman was "termed appointment" and it came to an automatic end with the expiry of term. Moreover, it is also pleaded that the workman started working on the road outside the premises of the branch and his services were availed for typing on per page basis. On the contrary the workman has pleaded for continuous working for approximately for five years, ending to 'oral termination' of services without compliance of mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. In *Surenderanagar Panchayat and another vs. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman could be entitled for the protection of section 25-F of the Industrial Disputes Act, 1947 provided he is successful in establishing the fact that he had been in employment with the employer for a period of 240 days uninterruptedly. It was held by the Hon'ble Supreme Court that in such cases, the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

"The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination."

The workman has pleaded that his services have been terminated orally *w.e.f.* 04.02.98 without complying with the provisions of 25-F of the Act, therefore, the period for scrutiny, in view of above law, *i.e.* twelve calendar months preceding the dated of his alleged termination on comes to from 02.02.97 to 03.02.98.

23. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the oral termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for more than

240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that she had in fact worked up to 240 days in the year preceding his alleged termination. In *Range Forest Officer vs. S.T. Hadimani* (2002) 3 SCC 25 Hon'ble Apex Court has observed as under:

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

24. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in *R.M. Yellatti & Asstt. Executive Engineer 2006* (108) FLR 213 as follow :

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgements we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

25. In the present case the workman has stated that he has worked continuously for 240 days and in support thereto he has filed copy of working certificate for the period

from 01.05.1993 to 09.06.1993 (40 days) and 13.06.93 to 19.07.93 (35 days). He also filed photocopy of as many as 17 payment vouchers from period 15.1.97 to 3.2.98 for different-different amount. From perusal of the vouchers it is clear that payment through all 17 vouchers have been made to the workman, Anurag Tiwari on account of typing work. The vouchers again do not show who this Anurag Tiwari is whether he is some official of LIC or some outsider. The vouchers show consolidated amount of payment but it does not cater the requirement towards counting the number of days of working as there is no mention on the vouchers that the payment borne by the different vouchers are for how many days of typing work; hence they cannot be taken into account that the workman worked continuously for the period from 02.02.97 to 03.02.98. Moreover, it is also pertinent to mention here that it is admitted fact on the part of the management that the workman used to type on the road and the LIC branch used to avail his services of typing and made payment accordingly. The aforesaid vouchers do not indicate that the payment was made to an LIC employee; and not to any private person. These documents do not support the case of the workman.

There is no, other reliable evidence on record which could show that, that the workman was in employment with the LIC, Tanda Branch and he worked continuously for 240 days in twelve calendar months preceding the date 04.02.98 and his services have been terminated in utter violation to the provisions of the I.D. Act. 1947.

26. Therefore, from the pleadings and evidence relied upon by the contesting parties it becomes clear that the workman, Anurag Tiwari had been appointed as temporary Assistant after summoning names from the Employment Exchange *vide* appointment letter dated 01.05.93 for 40 days only and accordingly, he worked for the period from 01.05.93 to 09.06.93; and thereafter he might have provided his services to the LIC for typing work in his private capacity and was paid for the same on per page basis. Thus, the workman failed to prove through cogent and reliable evidence that he is the person who actually worked with the management of LIC of India, Tanda Branch since 01.05.93 and his services have been terminated orally *w.e.f.* 04.02.98 in violation to the provisions contained in Section 25 F of the I.D. Act, 1947. On the contrary the management has succeeded to prove its case.

27. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year preceding the date of alleged termination was on the workman but he has failed to discharge the above burden. There is no reliable material for recording findings that the workman had worked for 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management. Accordingly, I come to the conclusion that the workman, Sri Anurag Tiwari is not entitled to any relief.

28. The reference under adjudication is answered accordingly.

29. Award as above.

RAKESH KUMAR, Presiding Officer.

नई दिल्ली, 24 सितम्बर, 2015

का०आ० 1889.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओएनजीसी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 88/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/09/2015 को प्राप्त हुआ था।

[सं० एल-30011/12/2015-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 24 September, 2015

S.O. 1889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. No. 88/2015) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the management of M/s. ONGC Ltd. and their workmen, which was received by the Central Government on 18/09/2015.

[No. L-30011/12/2015-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 31st July, 2015

PRESENT:

K.P. PRASHANNA KUMARI,

Presiding Officer

Industrial Dispute No. 88/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of ONGC Ltd. and their workman)

BETWEEN:

The General Secretary : 1st Party/Petitioner Union

ONGC All Employees Union

No. 9, New Street

Vayola Garden, Nehru Nagar

Karaikal-609605

AND

The Asstt. Manager : 2nd Party/Respondent

ONGC Limited Cauvery Asset

Karaikal, Puducherry State

Karaikal-609604

Appearance:

For the 1st Party/ : Absent

Petitioner Union

For the 2nd Party/ : M/s. A. Muralidharan,

Respondent Advocates

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-30011/12/2015-IR(M) dated 05.06.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the Union justified in demanding (i) transport allowance to the security employees (ii) enhancement of washing allowance (iii) payment of wages for weekly off is legal? If so, to what relief the Union is entitled to?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 88/2015 and issued notices to both sides. The Respondent has entered appearance through counsel.

3. The petitioner, though received notice remained absent. In spite of his absence, the case has been postponed to enable the petitioner to appear and file his Claim Statement and documents. But still the petitioner has not appeared in Court. He seems to be not interested in pursuing the case. In the absence of any material the reference is to be answered against him and the ID is to be closed.

Accordingly the reference is answered against the petitioner. An award is passed accordingly.

K.P. PRASANNA KUMARI, Presiding Officer.

Witnesses Examined:

For the 1st Party/Petitioner:

For the 2nd Party/Respondent : None

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
		Nil

On the Management's side

Ex. No.	Date	Description
		Nil